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16 EDWARD J. QUINONEZ

17  
18 UNITED STATES DISTRICT COURT  
19 NORTHERN DISTRICT OF CALIFORNIA  
20 SAN JOSE DIVISION

21 EDWARD J. QUINONEZ,

22 Plaintiff,

23 v.

24 USA WASTE OF CALIFORNIA, INC.  
25 dba WASTE MANAGEMENT, INC.,

26 Defendant.  
27  
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Case No. CV 06-06569 JF

**STIPULATED PROTECTIVE ORDER**  
**MODIFIED BY THE COURT**

1 This Stipulation (the “Agreement”) is made between Plaintiff Edward J. Quinonez,  
2 “Plaintiff” and Defendant Waste Management of California, Inc. (“Defendant”), through their  
3 respective attorneys of record, with reference to the following facts and terms:

4 1. Plaintiff originally filed this action against Defendant, in the United States  
5 District Court for the Central District of California which was subsequently transferred to the United  
6 States District Court for the Northern District of California pursuant to the stipulation of the parties  
7 and has been designated as Case No. CV 06-06569 JF (“District Court action”).

8 2. The parties may be producing documents or providing information or  
9 testimony in or in connection with the District Court action that contains business, competitive,  
10 confidential, proprietary, private, trade secret or other information of a sensitive nature  
11 (“Confidential Information”).

12 3. The parties wish to facilitate discovery while concurrently providing  
13 protection to the party that has produced the documents or electronically stored information and  
14 testimony that constitute or contain Confidential Information.

15 4. Documents or electronically stored information claimed by the producing  
16 party to be or to contain Confidential Information may, prior to production, be marked by the  
17 producing party as “Confidential” Placement of the “Confidential” designation on protected pages  
18 or on the initial page of a document when it is produced constitutes notice to all other persons that  
19 the producing party believes that the document contains Confidential Information. Copies, extracts,  
20 summaries, notes, and other derivatives of Confidential Information may also be deemed  
21 Confidential Information and subject to the provisions of this Agreement.

22 5. Depositions or portions of depositions or testimony may be designated as  
23 Confidential Information either by an examining party’s attorney or by an attorney defending or  
24 otherwise attending the deposition. A person claiming that a deposition or any portion of a  
25 deposition is or contains Confidential Information shall give notice of such claim to the parties to the  
26 District Court action either prior to or during the deposition, or within twenty-eight (28) days after  
27 mailing of the deposition transcript, and the testimony taken and the transcript of such deposition  
28 shall be designated as Confidential Information.

1                   6. Confidential Information may be disclosed only as follows:

2                   (a) To counsel of record or consulting counsel for a party in the District  
3 Court action, and secretaries, paralegals and other staff employed by such counsel to whom it  
4 is necessary that the Confidential Information be disclosed for purpose of the District Court  
5 action;

6                   (b) To the parties after they have been given a copy of this Agreement and  
7 Order;

8                   (c) The Court and Court personnel in this District Court action;

9                   (d) To court reporters and videographers engaged for depositions who  
10 have been given a copy of this Agreement and Order and who have signed an undertaking in  
11 the form of Exhibit A hereto;

12                   (e) To any person who is retained by a party as a consultant or as a  
13 testifying expert in connection with the District Court action, provided that Confidential  
14 Information shall only be disclosed to any such person (1) to the extent necessary for that  
15 person to perform his or her work in connection with the District Court action, and (2) after  
16 such person has been given a copy of this Agreement and Order and has signed an  
17 undertaking in the form of Exhibit A hereto;

18                   (f) Witnesses at deposition, arbitration or trial, provided that the witness  
19 signs an undertaking in the form of Exhibit A prior to being shown Confidential Information;

20                   (g) Any mediator, judge or arbitrator before whom the parties mediate the  
21 claims asserted in the District Court action.

22                   7. Confidential Information shall be used or disclosed by the party and persons  
23 to who it is directed solely for purposes of and only to the extent reasonably necessary to prosecute  
24 or defend this District Court action or the related litigation currently pending before the Court (Civil  
25 Action No. CV06-06569 JF). Confidential Information shall not be used or disclosed by such party  
26 or persons for any other purpose, unless specifically agreed to in writing by all the parties to this  
27 action or as authorized by further order of the Court. No person who is furnished Confidential  
28 Information shall disclose it to any person not entitled under this Order to receive it.

1           8. Each person to whom the disclosure of any Confidential Information is made  
2 shall not, directly or indirectly, use, disclose, or disseminate, or attempt to use, disclose, or  
3 disseminate, any such information except as expressly provided in this Agreement.

4           9. If Confidential Information is to be discussed or disclosed during a deposition,  
5 the producing party shall have the right to exclude from attendance at the deposition, during the time  
6 the Confidential Information is to be discussed or disclosed, any person not entitled under this  
7 Agreement to receive the Confidential Information with the exception of parties or other persons as  
8 set forth in Paragraphs 6(e) and 7 above.

9           10. Nothing in this Agreement shall prevent the producing party from disclosing  
10 its own Confidential Information to any person as it or he deems appropriate.

11           11. Inadvertent failure to designate documents or information as Confidential  
12 Information in good faith shall not waive a party's right to so designate such documents or  
13 information at a later time in good faith, except as provided in Paragraphs 6 and 9.

14           12. If the parties cannot agree as to the designation of any particular information,  
15 document or material after good faith discussion, any party may challenge another party's  
16 designation of information, documents or materials as "Confidential Information" or by filing a  
17 motion with the District Court to have the documents reviewed *in camera* by the Court and for a  
18 determination as to whether the information, documents or materials shall be subject to the terms of  
19 this Stipulated Protective Order. In the event that a party files such a motion, all parties shall  
20 continue to treat the information, documents or materials in question as confidential until the District  
21 Court has ruled on the motion.

22           13. If a dispute arises as to whether a particular person should be granted access to  
23 Confidential Information, the party seeking to prevent disclosure may move the Court ~~or file an~~  
24 ~~motion or~~ ~~part application~~ to prevent the disclosure.

25           14. Counsel for each party shall take all reasonable precautions to prevent  
26 unauthorized or inadvertent disclosure of any Confidential Information.

27           15. Nothing in this Agreement shall constitute a waiver of any objection to the  
28 discoverability or admissibility of any Confidential Information or preclude the parties from seeking

1 any available protection with respect to any Confidential Information.

2 16. Parties may seek subsequent designation of produced documents as privileged  
3 via noticed motion within six months of production. If contested, the burden of justifying the  
4 privilege designation shall rest on the producing or moving party, and the receiving party shall be  
5 permitted to retain one copy of the challenged document for purposes of contesting the motion.

6 17. This Agreement shall apply to the production of all Confidential Information  
7 in this action, whether such information is informally produced or produced in response to a formal  
8 discovery request or Court order.

9 18. Within sixty (60) days of the final termination of the action by judgment,  
10 appeal, settlement, or otherwise, or sooner if so ordered by the Court, the parties to whom  
11 Confidential Information was disclosed shall either destroy the documents or things containing such  
12 information or return them to the producing party at the producing party's option.

13 19. No documents containing Confidential Information may be filed with the  
14 Court, except under seal, pursuant to the procedures set forth in Local Rule 79-5. The document  
15 shall indicate clearly which portions are to be designated as Confidential.

16 20. Any Court hearing which refers to or describes Confidential Information shall,  
17 in the Court's discretion, be in camera.

18 21. This Order shall be without prejudice to the right of the Parties (i) to bring  
19 before the Court at any time the question of whether any particular document or information is  
20 Confidential or whether its use should be restricted or (ii) to present a motion to the Court under  
21 Federal Rule of Civil Procedure 26(c) for a separate protective order as to any particular document  
22 or information, including restrictions differing from those as specified herein. This order shall not  
23 be deemed to prejudice the Parties in any way in any future application for modification of this  
24 Order.

25 22. This Agreement may be amended only by written agreement of the parties and  
26 approved by the Court.

27 SO STIPULATED:  
28

1 Dated: March 21, 2007

/s/ George C. Aucoin

2 GEORGE C. AUCOIN  
3 Attorney for Plaintiff  
4 EDWARD QUINONEZ

5 Dated: March 21, 2007

/s/ Todd K. Boyer

6 TODD K. BOYER  
7 Attorney for Defendant  
8 WASTE MANAGEMENT OF CALIFORNIA, INC.

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12 **ORDER**

13 GOOD CAUSE APPEARING, the Stipulated Protective Order is hereby adopted as  
14 the Order of this Court. IT IS SO ORDERED.

15 Dated: March 23, 2007  
16 \_\_\_\_\_



17 THE HONORABLE RICHARD SEEBORG  
18 UNITED STATES MAGISTRATE JUDGE  
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**DECLARATION OF COUNSEL REGARDING SIGNATORIES' CONCURRENCE**  
**WITH THE ELECTRONIC FILING OF THIS DOCUMENT**

I, Todd K. Boyer, hereby declare and state as follows:

1. I am an attorney licensed to practice in the courts of the State of California and the U.S. District Court for the Northern District of California. I am an associate in the law firm of Littler Mendelson, A Professional Corporation, and counsel of record for Defendant Waste Management of California, Inc.

2. In accordance with U.S. District Court for the Northern District of California, General Order No. 45, I possess an original or reproduced copy of the signatures of all of the signatories to this document listed above, and will maintain the signatures on file for production to the Court, if so ordered, or for inspection upon request by a party until one year after final resolution of the action (including appeal, if any).

I hereby declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct, and that this Declaration was executed on March 21, 2007, at San Jose, California.

/s/ Todd K. Boyer

TODD K. BOYER

**EXHIBIT A****NONDISCLOSURE AGREEMENT**

I have been designated by [Party Name]\_\_\_\_\_ as a person who may have access to Confidential Information as this term is defined in the Stipulated Protective Order (the "Order") entered in Quinonez v. Waste Management of California, Inc., United States District Court for the Northern District of California, Civil Action No. CV06-06569 JF.

I certify that I have read and am fully familiar with the terms of the Order. I agree to be bound by it and to comply fully with it. I agree that I will use the Confidential Information only for purposes of the District Court action and will not use the Confidential Information for any other purpose. I also agree that I will not permit the unauthorized viewing or disclosure of Confidential Information as set forth in the Order. I consent to the jurisdiction of said Court for any action to enforce this undertaking.

I declare under penalty of perjury that the foregoing is true and correct and that this Agreement was executed in [city, state]\_\_\_\_\_ on [date]\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Job Title

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